both he and the company considered the contract at an end. This case lays down as dicta the rule followed in the other cases, supra. The principal case could have been easily disposed of on another ground. The company's announcement of the advanced rate was, if a breach at all, simply an anticipatory breach of its contract to insure. *Porter* v. *Supreme Council,* 183 Mass. 326. It is unquestioned law, where a right of action for an anticipatory breach is given, that the injured party has his election either to consider the anticipatory breach a rescission of the contract for which he can immediately sue, or to ignore the anticipatory breach and to proffer performance of his part of the contract and bring his action when the contract matures. *Hochster* v. *De La Tour,* 2 E. & B. 678; *Johnstone* v. *Milling,* L. R. 16, Q. B. Div. 460; *Roehm* v. *Horst,* 178 U. S. 1. But if he does not wish to rescind the contract he must wait till in the regular course of events the cause of action on the contract would arise. *Johnstone* v. *Milling,* supra. Accepting the plaintiff's theory that the continuance to pay the regular premium was an election to stand on the old contract, it would certainly seem that the action in the principal case was prematurely brought. The action should have been on the policy at its maturity. *Blakely* v. *Fidelity Mut. Life Ins. Co.,* 154 Fed. 43. But when the court in the instant case places its decision on the ground that the payment of the old premium was an acquiescence in having the insurance cut down, it, to say the least, treads virgin soil. There is nothing in the dissenting opinion at variance with the Federal cases above cited, for in those cases the payment of a different sum was some positive recognition by the certificate holder of the new scheme and might well be held to be an assent thereto. But in the principal case the insured paid the sum which the original contract called for, and the dissenting judge evidently rests on what seems to be an unanswerable proposition of law that where one by a contract is bound to do certain things, his strict performance cannot by any act of the other party be made to signify anything else than a stand on the contract. The provision in the by-law that the old premium might still be paid and the insurance cut down was an act of the insurer alone in which the insured did not participate. And there is authority for the proposition that a tender of the old premium is a final election to stand on the old contract. *Howland* v. *Continental Life Ins. Co.,* 121 Mass. 499; *Langan* v. *Supreme Council,* 174 N. Y. 266. The large equity of the ground taken in the principal case justifies the decision.

INTERSTATE COMMERCE—POWER OF COURTS TO ENJOIN ENFORCEMENT OF RATES.—The Macon Grocery Co. sought to restrain by injunction the putting into effect of rates imposed by the Atlantic Coast Line R. R., a corporation engaged in interstate commerce and a member of the Southeastern Freight Association, alleging that the rates were unreasonable. A schedule of the rates had been filed with the Interstate Commerce Commission, but had not been passed upon. *Held,* that the power given the Interstate Commerce Commission to determine the reasonableness of rates does not affect the equitable jurisdiction of the Federal Courts to enjoin the enforcement of unreasonable rates, that an injunction will issue and that complainants make complaint to

the commission, who will give such aid as is in accordance with the law and rights involved. *Macon Grocery Co. et al.* v. *Atlantic C. L. R. Co. et al.* (1908), — C. C. A., S. D., Ga., W. D. —, 163 Fed. 738

It cannot be doubted that the Federal Courts in their equity jurisdiction can afford preventive relief against threatened injury, as relief of this nature is at the very foundation of equity jurisdiction. *Blindell* v. *Hagan,* 54 Fed. 40; *Gulf, C. & S. F. R.* v. *Miami Steamship Co.,* 30 C. C. A., 142, 156; *In re Debs,* 158 U. S. 564; *Kiser Co.* v. *Central of Georgia R. R.,* 158 Fed. 193. Jurisdiction having been acquired for the purpose of an injunction, the court to avoid multiplicity of suits can proceed to a decree that will settle all matters in dispute. 1 POMEROY'S EQ., Art. 181; *Union Cent. Life Ins. Co.* v. *Phillips,* 41 C. C. A. 263; *United States* v. *Union Pacific R. R.,* 160 U. S. 1, 50; *Stickney* v. *Goudy,* 132 Ill. 213. It was decisively settled by the United States Supreme Court in *Texas & Pacific R. R. Co.* v. *Abilene Cotton Oil Co.,* 204 U. S. 426, that the shipper seeking reparation predicated upon the unreasonableness of the established rate must under the act to regulate commerce primarily invoke redress through the Interstate Commerce Commission, which body alone is vested with the power to entertain proceedings for the alteration of an established schedule because the rates fixed therein are unreasonable. This decision was followed in *Baltimore & O. R. Co.* v. *LaDue,* 112 N. Y. Supp. 964. This gives the shipper a remedy at law, but it is not exclusive, for it cannot be said that the legislature would deny by implication the general powers of a court of equity to correct that wherein the law is deficient. It is not enough that there is a remedy at law; it must be plain and adequate, as practical and efficient to the ends of justice and its prompt administration as the remedy in equity. 1 POMEROY'S EQ., Art. 180; *Boyce* v. *Grundy,* 3 Pet. 210, 215; *Watson* v. *Sutherland,* 5 Wall. 74, 78. The remedy at law here was clearly inadequate, for the enforcement of the rates for any great length of time might seriously impair the business of the complainant. Because an action at law for damages to recover unreasonable rates which have been exacted will not lie, there is nothing to prevent the Federal Court of Equity from enjoining the putting into effect a rate which appears unreasonable. *Southern R. Co.* v. *Tift,* 206 U. S. 428, and instances may arise when it would be proper to do so. *Kiser Co.* v. *Central of Georgia R. R.,* 158 Fed. 193; *Southern R. Co.* v. *Tift,* 206 U. S. 428. In so doing a court of equity does not interfere with acts of the Commission in the final exercise of their power.

JUDGMENT—OF FOREIGN COUNTRY—CONCLUSIVENESS.—Action was brought in the courts of New York to establish and enforce a lien declared to exist by the judgment of an English court. *Held,* that the judgment is conclusive in the New York courts on the matters adjudicated, for the reason that the English courts give a like effect to the judgments of the courts of New York. *Newton* v. *Hunt et al.* (1908), 112 N. Y. Supp. 573.

The provision of the Constitution of the United States requiring that each state shall give full faith and credit to the public acts, records and judicial proceedings of every other state does not apply to judgments of